

**PEST MANAGEMENT SERVICES FOR TOWN FACILITIES
PARKS
ITB No. 2013-29**

The Town of Miami Lakes Council:



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Vice Mayor Ceasar Mestre
Councilmember Manny Cid
Councilmember Timothy Daubert
Councilmember Nelson Hernandez
Councilmember Tony Lama
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager
The Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016

**DATE ISSUED: April 1, 2013
CLOSING DATE: April 24, 2013**

Pest Management Services For Town Facilities And Parks

ITB 2013-29

TABLE OF CONTENTS

SECTION/ARTICLE	TITLE	PAGE
Section 1.....	Notice To Bidders	
Section 2.....	Instructions To Bidders	
2.1.....	Definition of Terms.....	3
2.2.....	Acronyms.....	4
2.3.....	General Requirements	4
2.4.....	Preparation of Bid.....	4
2.5.....	Bid Preparation & Related Costs.....	5
2.6.....	Pre Bid Conference.....	5
2.7.....	Qualification of Bidders	5
2.8.....	Performance of the Work.....	5
2.9.....	Examination of Contract Documents & Site(s).....	5
2.10.....	Interpretations and Clarifications	6
2.11.....	Postponement of Bid Opening Date	6
2.12.....	Acceptance or Rejection of Bids	6
2.13.....	Withdrawal of Bid	7
2.14.....	Opening of Bids.....	7
2.15.....	Award of Contract.....	7
2.16.....	Collusion	8
2.17.....	Bid Protest	8
2.18.....	Bidders in Arrears or Default	8
2.19.....	Local Preference	8
2.20.....	Public Entity Crimes Act	8
Section 3.....	General Terms and Conditions	
3.1.....	Time is of the Essence.....	10
3.2.....	Notices.....	10
3.3.....	Priority of Provisions.....	10
3.4.....	Indemnification.....	11
3.5.....	Insurance.....	11
3.6.....	General Requirements.....	12
3.7.....	Service Test Period.....	13
3.8.....	Rules and Regulations.....	13
3.9.....	Method of Performing the Work.....	13
3.10.....	Protection of Property, Utilities, and the Public.....	13
3.11.....	Coordination of the Work.....	14
3.12.....	Safety Precautions.....	14
3.13.....	Labor and Materials.....	14

3.14.....	Vehicles and Equipment.....	15
3.15.....	Contract Management.....	15
3.16.....	Authority of the Program Manager.....	15
3.17.....	Subcontractors.....	16
3.18.....	Inspection of the Work	16
3.19.....	Town Licenses, Permits and Fees.....	16
3.20.....	Taxes.....	16
3.21.....	Change Orders.....	16
3.22.....	Force Majeure.....	17
3.23.....	Removal of Unsatisfactory Personnel.....	17
3.24.....	Cleaning Up, Town’s Right to Clean-Up.....	18
3.25.....	Claims.....	18
3.26.....	Disputes and Mediation.....	19
3.27.....	Continuing the Work.....	20
3.28.....	Fraud and Misrepresentation.....	20
3.29.....	Stop Work Order.....	20
3.30.....	Set-Offs, Withholding, and Deductions.....	21
3.31.....	Contractor Default.....	21
3.32.....	Termination for Convenience.....	22
3.33.....	Town May Avail Itself of All Remedies.....	23
3.34.....	Compliance with Applicable Laws.....	23
3.35.....	Nondiscrimination, Equal Employment Opportunity, And Americans with Disabilities Act.....	23
3.36.....	Independent Contractor.....	23
3.37.....	Third Party Beneficiaries.....	23
3.38.....	Assignment or Sale of Contract.....	24
3.39.....	Materiality and Waiver of Breach.....	24
3.40.....	Defense of Claims.....	24
3.41.....	Funds Availability.....	24
3.42.....	Access To and Review of Records.....	24
3.43.....	Time in Which To Bring Action Against The Town.....	25
3.44.....	Contract Extension.....	25
3.45.....	Applicable Law and Venue of Litigation.....	25
3.46.....	Non-Exclusive Contract.....	25
3.47.....	Severability.....	25
3.48.....	Contract Documents Contains All Terms.....	25
3.49.....	Entire Agreement.....	21
Section 4.....	Special Terms and Conditions	
4.1.....	Intent.....	22
4.2.....	Contract Term.....	22
4.3.....	Hours for Performing Work	22
4.4.....	Compensation	22
4.5.....	Invoicing.....	22
4.6.....	Annual Cost Adjustment.....	23

4.7.....	Deletion or Modification of Services.....	24
4.8.....	Inspection of the Work.....	24
Section 5.....Scope of Work		
5.1.....	Description of Services.....	25
5.2.....	Pests Included and Excluded.....	26
5.3.....	Material/Equipment	26
5.4.....	Service Requirements.....	26
5.5.....	Least Toxic Treatment.....	27
5.6.....	Schedule.....	28
5.7.....	Guarantee.....	28
5.8.....	Call Back Service.....	28
5.9.....	Use and Application Requirements.....	28
5.10.....	Use and Replacement of Chemicals.....	29
5.11.....	Pesticides and Capture Devices.....	29
5.12.....	Facility Repair and Improvements.....	30
5.13.....	Additional Services.....	30
Section 6.....Bid Form		
Section 7.....Contract Execution Page		

SECTION 1

NOTICE TO BIDDERS

TOWN OF MIAMI LAKES

PEST MANAGEMENT SERVICES FOR TOWN FACILITIES AND PARKS

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's Pest Management Services (the "Services"). Bidders are to submit three (3) sets of the Bid documents, with original signatures together with a copy of the Bid on a CD-ROM or flash drive. **Sealed Bids, including the CD-ROM must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida by 1:00 P.M. on April 24, 2013.**

Scope of Work:

The Contractor shall provide all labor, supervision, materials, chemicals, supplies, and equipment as required to provide pest management services. The Contractor will eliminate rats, mice, cockroaches, flies, ants, fire ants (within 50 feet of structures), silverfish, wasps, fleas and any other arthropod pest not specifically excluded from this ITB. Populations of these pests which are located outside the facilities listed herein, but within the property boundaries, are included. Populations of the following pests are excluded from this contract: birds, bats, snakes, and all other vertebrates other than commensal rodents, termites and other wood-destroying organisms, mosquitoes, pests that primarily feed on outdoor vegetation. However, individuals of pests which primarily feed on outdoor vegetation, which become incidental invaders inside buildings, will be eliminated. Details of the Scope of Work are contained in Section 5 of the ITB.

Minimum Qualification Requirements:

Prospective Bidder shall hold a current Florida Certified Pesticide Applicator's License in the category of General Household Pest & Rodent Control. The business location of the Bidder must be licensed by the State of Florida, Department of Agricultural and Consumer Services, Bureau of Entomology and Pest Control. Copies of licenses must be submitted with the Bidder with it Submittal. The Town may at its sole discretion allow for the submittal during the evaluation phase.

The Service Technicians must possess a Florida Certified Pesticide Applicator's License, as required by Chapter 482.071, Florida Statutes, which must also be carried at all times while performing Work.

Bidder must possess a minimum of five (5) years experience performing pest management services under its current business name and ownership under contracts with a similar size, scope, and complexity.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

A Non-Mandatory Pre-Bid Conference will be held on April 11, 2013 at 3:00 pm in the Town Hall Conference Room, which is located at 15150 NW 79th Court, Miami Lakes, FL 33016.

Bid Documents may be obtained by visiting the Town's website at www.miamilakes-fl.gov and selecting "Contractual Opportunities". Any further inquiries regarding the ITB may be directed to procurement@miamilakes-fl.gov.

All Bids shall be submitted in accordance with the Instructions to Bidders. **Any Bids received after the specified time and date will not be considered.** The responsibility for submitting a Bid before the stated time and date is solely and strictly the responsibility of the Bidder.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this purchase.

SECTION 2

INSTRUCTIONS TO BIDDERS

2.1 DEFINITION OF TERMS

Additional Services means services, requested by the Program Manager, that are not included within the Scope of Work for which the Contractor may be entitled to additional compensation.

Bid means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.

Bid Form contains the goods or services to be purchased and must be completed and submitted with the Bid.

Bidder means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.

Change Order means a written document ordering a change in the Contract price or Contract time or a material change in the Work.

Contract means the ITB and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.

Contract Documents means the Contract as may be amended from time to time, all addendum, clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.

Contractor means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

Cure means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which shall be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

Cure Period means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.

Days mean calendar days.

Facility(ies) mean all structures located on Town property.

Inspector means an authorized representative of the Town assigned to make necessary inspections of materials and Work performed by the Contractor.

Materials mean goods or equipment used or consumed in the performance of the Work.

Notice of Award means the written letter to the Contractor notifying the Contractor that it has been awarded the Contract.

Notice to Proceed means a written letter or directive issued by the Town Manager or designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work.

Park Site means the structures located within the Park boundaries, including but not limited to the restrooms exterior to the main Facility.

Submittal means the documents prepared and submitted by the Bidder in response to this ITB.

Town means the Town Council of the Town of Miami Lakes or the Town Manager.

Town Commission means the legislative body of the Town of Miami Lakes.

Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

Work or Services as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Contract Documents for the Contractor to fulfill its obligations, under the Contract Documents.

2.2 ACRONYMS

The following are acronyms used in the ITB:

- CPI – Consumer Price Index
- EPA – Environmental Protection Agency
- MSDS – Material Safety Data Sheet
- OSHA - Occupational Safety and Health Administration

2.3 GENERAL REQUIREMENTS

The ITB and any addendum that may be issued constitute the complete set of specification requirements and Bid forms. The Bid Form page(s), and all forms contained in the ITB shall be completed, signed, and submitted in accordance with the requirements of Section 1. All bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidders shall not be allowed to modify their bids after the opening time and date.

2.4 PREPARATION OF BID

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total annual bid amount. Failure to include pricing on all line items as well as the total annual bid amount shall result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions on the ITB. Failure to utilize the Town's forms, or fully complete said forms will result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions of the ITB.

The Bid is to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

Bids from Joint venture firms will not be accepted for this solicitation.

2.5 BID PREPARATION AND RELATED COSTS

All cost involved with the preparation and submission of Bid to the Town or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s). No payment shall be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by a contract duly approved by the Town Council or Town Manager, as applicable. The Town shall bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

2.6 PRE-BID CONFERENCE

A **Non-Mandatory** pre-proposal conference will be held on April 11, 2013 at 3:00 P.M. The conference will be held at Town Hall Conference Room, located at 15150 NW 79th Court Miami Lakes, FL 33016. Prospective Bidders should attend this meeting to obtain information relative to the ITB. Attendees are requested to sign-in and provide the requested information at the time of sign-in. Failure to attend or sign-in will not result in a Bidder's Response being rejected as non-responsive.

2.7 QUALIFICATION OF BIDDERS

Bidder must meet the minimum qualification requirements stated in Section 1 and must be capable of performing all of the Work under the Contract. Bidders shall submit a completed Qualification Statement utilizing the form attached.

2.8 PERFORMANCE OF THE WORK

Bidder must be capable of self-performing all of the Work under this Contract. By submitting a Bid the Bidder certifies that it will meet this requirement. As part of the Bid the Bidder is to include the form entitled "Questionnaire". Failure to complete and submit this form or to meet this requirement shall result in the Bid being deemed non-responsive. Where the Contractor is deemed to not meet this requirement during the performance of the Work the Contractor shall be in default of the Contract.

2.9 EXAMINATION OF CONTRACT DOCUMENTS AND SITE(S)

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- Carefully review the ITB, including any Addendum and notify the Town of all conflicts, errors or discrepancies.
- Visit the site(s) (if applicable) to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
- Take into account federal, state and local (Town and Miami-Dade County) including, without limitation the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation shall constitute an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Any failure by the Contractor to familiarize itself with any site conditions that may impact the performance of the Work shall not relieve Contractor from responsibility for properly, estimating the difficulty or cost of performing the Work, and shall not entitle the Contractor to any additional compensation.

2.10 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB and specifications shall be directed in writing, via email, to Roxana Tejeda, Email: procurement@miamilakes-fl.gov. Interpretation or Clarifications considered necessary by the Town in response to such questions will be issued by means of addenda. All addenda will be posted on the Town's website, www.miamilakes-fl.gov and it is the sole responsibility of the Bidder to obtain all addenda. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

2.11 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders.

2.12 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

Reasonable efforts will be made to either award the Contract or reject all Bids within ninety (90) calendar days after Bid opening date. A Bidder may not withdraw its Bid unilaterally nor change its Bid before the expiration of one hundred twenty (120) days from the date of bid opening. A Bidder may withdraw its Bid after the expiration of one hundred twenty (120) calendar days from the date of Bid opening by delivering written notice of withdrawal to the Town's Procurement Manager prior to award of the Contract by the Town Council or Town Manager, as applicable. Once the Town makes the award, the Bid cannot be withdrawn under this Article.

Bidders shall not transfer, assign, or sell the rights to their Bid Submittal to any other company, subsidiary, individual or entity. Such action shall result in the Bid Submittal being rejected as non-responsive.

2.13 WITHDRAWAL OF BID

A Bidder may withdraw his Bid at any date and time prior to the date and time the Bids are scheduled to be opened.

2.14 OPENING OF BIDS

Bids will be publicly opened and read aloud at the appointed time and place stated in the ITB. Late Bids will not be opened. No responsibility will be attached to any Town Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening. The lowest Bid identified at the Bid opening does not establish or determine the lowest responsive and responsible Bidder who may be awarded the Contract.

2.15 AWARD OF CONTRACT

The Award of the Contract will be to the lowest responsive and responsible Bidder, whose qualifications indicate the Award will be in the best interest of the Town and who's Bid complies with the requirements of the ITB. The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place(s) of business, require the Bidder to furnish documentation and/or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town shall consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on own and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the Town Manager is satisfied that the Bidder(s) is qualified to perform the Work.

Any award will be made only in the name of the entity submitting a Bid.

Where the solicitation contains multiple line items or unit pricing a Bid may be rejected if the Town Manager determines that the Bid is an unbalanced bid.

Any Bidder who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency, the Bid may be declared non-responsive. Any Bidder who has filed a lawsuit against the Town or where the Town has filed a lawsuit or won a court judgment against a Bidder, such Bidder may be declared non-responsive.

If the Town accepts a Bid, the Town will notify the Bidder that it is the apparent awardee and that award is conditioned upon executing the Contract, and submission and approval of the required insurance certificates and the required Payment and Performance Bond(s), if required) in a timely manner, as determined by the Town Manager or designee. The Town will provide a written notice of award upon the Bidder meeting these requirements.

If the successful Bidder to whom a contract is proposed to be awarded forfeits the Award by failing to meet the conditions as stated above, the Town may, at the Town's sole option, award the Contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise the ITB.

The Town, at its sole discretion, may consider the lowest Bidder as the Bidder who has the lowest base Bid or the lowest base Bid plus alternate Bid if an alternate Bid is included in the ITB.

2.16 COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties shall mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same solicitation. ITB responses found to be collusive shall be rejected.

2.17 BID PROTEST

The Town's Bid Protest procedures are applicable to this solicitation. Any such protest must be submitted in accordance with the Town's Procurement Ordinance, which is available for review on the Town's website at http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php.

2.18 BIDDER IN ARREARS OR DEFAULT

The Bidder represents and warrants that the Bidder is not in arrears to the Town and is not a defaulter as a surety or otherwise upon any obligation to the Town. In addition the Bidder warrants that the Bidder has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Bidder's responsibility or qualification to receive public agreements. The Bidder considers this warrant as stated in this Article to be a continual obligation and shall inform the Town of any change during the term of the Contract.

2.19 LOCAL PREFERENCE

The Town's Local Preference procedures are applicable to this solicitation. Any request for application of the Local Preference must be submitted in accordance with the Town's Procurement Ordinance, which is available for review on the Town's website at http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php.

2.20 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

END OF SECTION

SECTION 3
GENERAL TERMS AND CONDITIONS

3.1 TIME IS OF THE ESSENCE

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

3.2 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey
Town Manager
Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016

Mr. Gary Fabrikant
Procurement Manager
Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016

For Contractor:

(To Be Determined)

During the Work the Contractor shall maintain continuing communications with designated Town representative (s). The Contractor shall keep the Town fully informed as to the progress of the Work under the Contract.

3.3 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence shall apply:

In the event of conflicts in the Contract Documents the priorities stated below shall govern;

- Revisions and Change Orders to the Contract shall govern over the Contract
- The Contract Documents shall govern over the Contract
- The Special Conditions shall govern over the General Conditions of the Contract
- Addendum to an ITB shall govern over a ITB

Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern

3.4 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement. The Contractor shall defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation shall survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

3.5 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated B as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. The insurance carrier shall have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

- a. Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law" and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident and a waiver of subrogation.
- b. Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall

cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

- c. Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.
- d. Certificate of Insurance:** Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.
- e. Additional Insured** - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

3.6 GENERAL REQUIREMENTS

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work, in a competent and professional manner.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

3.7 SERVICE TEST PERIOD

If the Contractor has not previously performed the Services to the Town, the Town reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the Contract, and to the Town's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the Contract. This trial period will then become part of the initial Contract period.

A performance evaluation will be conducted by the Town prior to the end of the test period and that evaluation will be the basis for the Town's decision to continue with the Contractor or to select another contractor (if applicable).

3.8 RULES AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provision of the Work specified in the Contract Documents. The Contractor shall be familiar with and comply with all federal, state and local laws that affect the Work.

3.9 METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents shall be made upon that basis.

Contractor shall inspect all equipment and materials immediately prior to use and shall not use any equipment that will result in damage or result in Work that will not meet the requirements of the Contract Documents.

Contractor shall comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.

3.10 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

The Contractor shall protect public and private property from injury or loss arising in connection with the Work and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town or private property, and of any land adjoining the locations where Work is being performed, which may be caused by Contractor.

3.11 COORDINATION OF THE WORK

Prior to the commencement of the Work the Program Manager will make every effort, based on available information, to notify the Contractor of any ongoing or scheduled Town operations or events that may impact the performance of the Work. The Contractor shall be solely responsible for coordinating the Work with the Program Manager to minimize any potential adverse impacts

3.12 SAFETY PRECAUTIONS/MSDS REQUIREMENTS

The Contractor shall furnish the Town with the Material Safety Data Sheets (MSDS) for review and acceptance prior to the commencement of the Work. No pesticides or similar materials shall be utilized without the prior written approval of the Program Manager.

The Contractor shall be responsible for instructing employees in safety measures considered appropriate.

The Contractor shall ensure that all employees have been trained and have access to Occupational Safety and Health Administration (OSHA) Exposure to Bloodborne Pathogens Rule 29 CFR1910.1030. The Contractor shall ensure that personal protection equipment is provided and decontamination/disposal guidelines are in compliance.

In compliance with Chapter 442, Florida Statutes, any toxic substance used resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the substance including:
 1. The potential for fire, explosion, corrosivity and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The Primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- d. The emergency procedure for first aid.
- e. A description in lay terms of the known potential health risks posed by the toxic substance intended to alert any person reading this information.

The Contractor also warrants that the commodities supplied to the Town shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended and the failure to comply with this condition will be considered a breach of contract. All materials and insecticides shall conform to applicable Federal, State, County and local ordinances, laws, statutes and regulations.

By signing the Bid Submittal, the Bidder certifies that all material, equipment; etc. contained in its bid meets all OSHA requirements. Bidder further certifies that, if it is the successful Bidder, and the material, equipment, etc. is subsequently found to be deficient in any OSHA requirement, all cost necessary to bring the material, equipment, etc. in compliance with the aforementioned requirements shall be borne by the Bidder.

3.13 LABOR AND MATERIALS

Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work,

3.14 VEHICLES AND EQUIPMENT

Contractor shall have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

3.15 CONTRACT MANAGEMENT

Contractor shall be responsible for management of the Work performed under the Contract.

Contractor shall have a competent English speaking employee, who shall represent Contractor and all directions given to said employee shall be as binding as if given to Contractor. Said employee shall not be changed except with the prior written consent of Program Manager.

3.16 AUTHORITY OF THE PROGRAM MANAGER

The Town Manager hereby authorizes the Program Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents.

The Contractor shall be bound by all determinations or orders of the Program Manager and shall promptly respond to requests of the Program Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Program Manager's determination or requests. Where requests are made orally, the Program Manager will follow up in writing, as soon thereafter as is practicable.

The Program Manager shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Contractor shall be issued in writing. All instructions to the Contractor shall be issued through the Town Manager or designee, or the Program Manager.

The Program Manager will not be responsible for the means and methods, techniques, sequences or procedures, and for safety precautions in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Program Manager shall be consistent with the intent of the Contract Documents. All interpretations of the Contract Documents shall be issued by the Town's Procurement Manager, which shall be binding upon the Contractor.

The Program Manager will not be responsible for the acts or omissions of the Contractor or any of its agents or employees, or any other persons performing any of the Work.

3.17 SUBCONTRACTORS

No subcontracting of the Work is permitted under this Contract.

3.18 INSPECTION OF THE WORK

The Town Manager or designee, other Town representatives, inspectors representing the Town and other public entities having jurisdiction, shall periodically inspect the Work performed and determine its compliance with the requirements of the Contract Documents.

3.19 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

- 1) Contractor shall have and maintain during the term of this Contract all appropriate Town licenses. Fees for which shall be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
- 2) During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to insure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

3.20 TAXES

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

3.21 CHANGE ORDERS

The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract Documents and all such changes shall be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town and the Contract.

Any changes to the Contract must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

Manager or designee may result in the Contractor being found in default of the Contract.

3.22 FORCE MAJEURE

The Town and Contractor will be excused from the performance of their respective obligations under the Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- a. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Article for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure.

The following circumstances shall not constitute Force Majeure:

- a. Economic hardship.
- b. Acts or omissions of suppliers.
- c. Inclement weather except as permitted by Florida law

The term of the Contract or the time for the performance of specific Work or tasks shall be extended by a period equal to that during which either party's performance is suspended under this Article. The following circumstances shall not constitute Force Majeure:

3.23 REMOVAL OF UNSATISFACTORY PERSONNEL

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor shall respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town shall make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

3.24 CLEANING UP, TOWN'S RIGHT TO CLEAN-UP

Prior to leaving the Facility or site where Service have been provided the Contractor shall be responsible to pick up any and all refuse, rubbish, scrap material, and debris as a result of the

Work before leaving the Facility or site. Contractor **shall not** deposit any empty or partially empty chemical materials, traps, dead animals or any other such items in any refuse containers on the Town's property.

If Contractor fails to clean-up after the performance of the Work, Town may do so and the cost incurred shall be charged to Contractor. All combustible waste or excess toxic materials must be removed from the Work site(s) upon completion of the Work.

3.25 CLAIMS

Any claim for a change in the Contract time for completion of any Work, Contract Term, or Contract Price shall be made by written notice by Contractor to the Town Manager or designee and to within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within ten (10) days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by own, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor shall not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town. Contractor shall be entitled only to extensions of the Contract time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim shall be compensated solely by an extension of time to complete performance of the Work due to an excusable delay as defined in this Article. The Contractor alone specifically assumes the risk of such delays, including without limitation: delays in processing or approving any submittals to the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor shall not receive monetary compensation for Town delay(s).

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and is also caused by circumstances beyond the control of the Town, or (ii) is caused jointly or concurrently by Contractor or its Subcontractors, suppliers and by the Town. Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided herein.

Failure of Contractor to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

3.26 DISPUTES AND MEDIATION

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town shall be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Town representative(s) it works within the coordination and performance of the Work.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 3.2, Notices, of the claim or dispute

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 3.2, Notices. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor shall submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager shall review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor shall not be entitled to seek judicial relief unless:

- (i) it has first received Town Manager's written decision, approved by the Town Council if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Manager's decision is subject to Town Council for approval; or
- (iii) Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within

fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator shall be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

3.27 CONTINUING THE WORK

Contractor shall continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

3.28 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, conflicts of interest, or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

3.29 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town shall either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 3.31, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manager or designee determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall

not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

3.30 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town shall notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, shall be paid to the Contractor in accordance with the Local Government Prompt Payment Act

3.31 CONTRACTOR DEFAULT

a. Event of Default

An event of default shall mean a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include but not limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services or materials, or supplies they have provided;
- The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
- The Contractor has failed in the representation of any warranties stated herein;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default-Opportunity to Cure

Where an Event of Default ("Default") occur under the Contract, the Town may, at its sole discretion, notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town or the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's

rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issues concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article shall not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations shall be converted to a Termination for Convenience, and the Contractor shall have no further recourse of any nature for wrongful termination.

3.32 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice shall state the date upon which Contractor shall cease all Work under the Contract.

The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town:

- Stop all Work on the date specified in the notice (“the Effective Date”);
- Take such action as may be necessary for the protection and preservation of the Town’s materials and property;
- Cancel all cancelable orders for materials and equipment; and assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
- Take no action that shall increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town’s liability under the Contract Documents; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor:

- For the actual cost or the fair and reasonable value, whichever of any non-cancelable material(s) and equipment than cannot be used elsewhere by the Contractor in the performance of its work.

- In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor.
- Contractor shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

3.33 TOWN MAY AVAIL ITSELF OF ALL REMEDIES

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

3.34 COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

3.35 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor shall comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

3.36 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

3.37 THIRD PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.

3.38 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract shall not be transferred pledged, sold, merged, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of ownership, the majority of the stock, or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder. The Town may

request any information it deems necessary to review any request for assignment or sale of the Contract.

Any such actions identified above taken without the prior written consent of the Town approval shall be cause for the Town to terminate this Contract for default and the Contractor shall have no recourse from such termination.

Nothing herein shall either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

3.39 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract Documents.

3.40 DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

3.41 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) day's notice.

3.42 ACCESS TO AND REVIEW OF RECORDS

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes and Town shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of termination.

3.43 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is

terminated under the provisions of the Contract unless such action is commenced within six (6) months after the date of such termination by the Town.

3.44 CONTRACT EXTENSION

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

3.45 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue shall be Miami-Dade County, Florida.

3.46 NON-EXCLUSIVE CONTRACT

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

3.47 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of the Contract Documents shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

3.48 CONTRACT DOCUMENTS CONTAINS ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

3.49 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents shall not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

END OF SECTION

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.1 INTENT

The Contract is intended to provide the pest inspection, evaluation and treatment components of an Integrated Pest Management (IPM) program for the Town Facilities and Park Sites. The Contractor will furnish all supervision, labor, materials, equipment, and incidentals necessary to thoroughly inspect and for the safe and effective eliminate the insect and rodent pests included in this Contract, as stated in Section 5. The Contractor will also provide site specific recommendations for structural and procedural modifications necessary to achieve pest prevention. The Contractor is responsible for all costs incurred in providing the required services.

The Contractor shall perform the Work as stated in Section 5, Scope of Work.

4.2 CONTRACT TERM

This Contract shall be effective upon execution by both parties and shall continue for a term of one (1) year from the date of execution by the Town. The Town shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods, or any portion thereof. In the event the Town exercises such right, all terms and conditions, requirements and specifications of the contract, including all prices, shall remain the same as specified in this bid and apply during the renewal period(s). No Work shall commence until a written Notice to Proceed is issued.

4.3 HOURS FOR PERFORMING WORK

All Work shall be performed every day between the hours of 9:00 a.m. to 5:00 p.m Monday through Friday, except for indoor spraying of chemicals, which must be arranged in advance with the Program Manager for after hours or weekends.

4.4 COMPENSATION

The Contractor shall be compensated at the line item price specified in the Bid Form of the Contract.

4.5 INVOICING

Contractor shall provide the Town with an invoice once per for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)

- Work performed, including a detailed list of area where Work was performed, the products and applicable quantities applied per area of Work.
- Timeframe covered by the invoice
- Location of Work performed (based on Work Plan)
- Basic Services price by location
- Supplemental Services performed by location
- Work Order number (for additional services only)
- Additional Services price allowed by the Work Order
- Total Value of invoice
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

4.6 ANNUAL COST ADJUSTMENT

Prices quoted shall be firm for the initial contract term (one year). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this ITB.

Thereafter, any extensions which may be approved by the Town shall be subject to the following:

- a. Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).
- b. The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.
- c. Any requested adjustment shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the Contract will be considered cancelled on the scheduled expiration date.

4.7 DELETION OR MODIFICATION OF SERVICES

The Town reserves the right to delete any portion of the Work under the Contract at any time without cause, and if such right is exercised by the Town, the total fee shall be reduced in the same ratio as the cost of the Work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the Town agree on modifications or revisions to Services, after the Town has approved Work to begin on such Services, and a budget has been established for those services, the Contractor will submit a revised budget to the Town for approval prior to proceeding with the work.

4.8 INSPECTION OF THE WORK

The Town may, at its sole option, inspect the Work. Contractor shall notify the Town's representative at least 48 hours prior to the Work being performed. The Town does not waive any of its subsequent rights should it elect not to inspect the Work immediately after it is performed.

END OF SECTION

SECTION 5

SCOPE OF WORK

5.1 DESCRIPTION OF SERVICES

The objective of the Service is to effectively control pest infestation from the locations listed in under the Contract through the application of chemical and/or non-chemical pest control methods. The Contractor must employ a responsible method of pest control management with the least possible hazard to people, property and the environment and the most judicious use of pesticides. Regular service shall consist of inspection, surveillance, monitoring to find all the active harborage spots and treat them.

Where possible, the Contractor may apply dusts, baits and exterior treatments to accessible voids (switch-plates, electrical outlets, plumbing areas, including pipe chases, walls, attics, and crawlspaces) as a control method and to minimize human exposure. Treatment of pipe chases will contain an insect growth regulator.

Resistance management practices must be utilized. Where baits are being used for rodents, the Contractor must rotate the bait stations. The Contractor shall check traps during each site visit. Any trapped rodent will be removed by the Contractor and new traps set. No poisons of any kind will be used to control rodents without prior approval of the Town.

When a pest infestation is discovered or reported, a thorough inspection of the infested and surrounding areas shall be performed to determine the location and extent of all pest harborage locations. The approved pesticides or traps shall be intensively placed in all area(s) of infestation. Cockroach control is achieved by locating and treating all harborage locations.

Monthly Service: Services shall be performed at least once per month at each location of Service, unless otherwise approved in writing by the Program Manager. The specific day and time shall be mutually agreed upon in writing between the Contractor and the Program Manager or the individual at the location being serviced, identified in writing by the Program Manager. The schedule may be changed to accommodate the operational needs of the Town.

Rodent control around the exterior of every building utilizing bait stations and various flavors of baits. The bait stations will be weather proof, secured, and numbered. The contractor will provide a map of all bait stations to the Program Manager. A secondary treatment zone will be along perimeter fences utilizing waterproof bait blocks. All drains and manholes will be baited with waterproof bait blocks.

Any trapped rodents will be removed by the Contractor and new traps set. No poisons of any kind will be used to control rodents without prior approval by the Program Manager.

Quarterly Service: Perimeter treatment for ants and other pests, (**excluding wood destroying organisms**) will be performed quarterly in addition to monthly service.

Any rodent populations found outside of the Facilities, but within the property line shall be eliminated. Population of ants within 10 feet of the Facilities will also be eliminated.

Perimeter spraying will be allowed only in special circumstances when approved by the Program Manager. Outside areas of coverage for Facilities inside Town parks shall be limited to an area within 50 feet of the building for rodent control and within 10 feet of the building for other pests. Areas outside this boundary shall be excluded. Should the need arise for remediation of a fire ant problem

Treatment will include both liquid and dry applications of pesticides as well as baits. Application of treatments to interior or exterior trees or other plant material is prohibited.

As-Needed Basis: Treatment of psodids in records storage areas. Control of birds will be provided as needed and price quoted separately. Treatment of wasps and other stinging insects, such as bees will be provided on an as needed basis as part of the perimeter treatment. For severe hive infestations a separate price quote will be obtained. ULV treatment will be utilized when requested to conduct a clean out and control flying insects in specific areas.

5.2 PESTS INCLUDED AND EXCLUDED

The Contractor will eliminate rats, mice, cockroaches, flies, ants, fire ants (within 50 feet of structures), silverfish, wasps, fleas and any other arthropod pest not specifically excluded from this contract. Populations of these pests which are located outside the facilities listed herein, but within the property boundaries, are included. Populations of the following pests are excluded from this contract: birds, bats, snakes, and all other vertebrates other than commensal rodents, termites and other wood-destroying organisms, mosquitoes, pests that primarily feed on outdoor vegetation. However, individuals of pests which primarily feed on outdoor vegetation, which become incidental invaders inside buildings, will be eliminated. The Town has included in the Bid Form space for Bidders to include services they can provide that are not specifically included in the scope as identified above.

5.3 MATERIALS/EQUIPMENT

The Contractor shall provide all labor, equipment, materials, chemicals, supplies, and equipment as required to properly maintain the Facilities and Park sites in an acceptable condition. Use of the organophosphate pesticides including but not limited to **Malathion**, **Dursban** and **Diazinon** is prohibited. Contractor shall utilize biological and/or organic environmentally friendly solutions. The quality of the supplies provided by the Contractor are subject to Town approval.

5.4 SERVICE REQUIREMENTS

Prior to commencing any Service at a Facility or Park site the Contractor shall provide 24 hours advance notice and report to the facility manager or other designated staff person at each Facility or Park site. Failure to do may result in the Contractor not being credited with performing the Service.

Pesticide applications shall only be performed by a Florida Certified Pesticide Applicator ("Applicator") in the category of General Household Pest & Rodent Control. The Applicator must have the applicable license with them at all times.

5.5 LEAST TOXIC TREATMENT

Contractor shall perform the Services according to the species of pest(s) encountered and site specific situation(s) in which pests are found. Contractor shall perform the Services using the least toxic methods and materials possible to achieve a pest free environment. "Least toxic" shall mean the use of pesticides which have little or no toxicity to man, such as, but not limited to, containerized baits, like MAX FORCE or equivalent, directed powder baits, like AVERT, or equivalent, directed paste baits, like STAPLETON's MRF 2000, MAX FORCE gel bait, BUDDY'S PUDDY, ALPHA 3, SIEGE, BORIC ACID or equivalent, silica aerogel diatomaceous earth, glue traps and mechanical traps.

In addition, "Lest Toxic" shall mean the application of pesticides or non-pesticidal treatments to actual and potential pet harborage sites where pests are present, such as voids, cracks and crevices instead of surfaces of floors, baseboard, shelves and tabletops. Use of HEPA-filtered vacuums has shown to be effective in rabidly reducing cockroach populations in specific spots in conjunction with crack and crevice injections without the need for spraying surfaces.

Pesticides are to be applied only as needed to eliminate current populations of pests and only to the specific harborage sites of the pests. The routine use of liquid sprays, aerosols, and powders is not permitted in regularly occupied areas (such as, but not limited to, offices, kitchens, breakrooms, activity rooms, storerooms, Council chambers, etc.), unless written approval is obtained in advance from the Program Manager. The use of powders, dusts, liquids, and aerosols is not permitted in areas above drop-ceiling tiles, unless prior written approval is obtained from the Program Manager. The Contractor shall determine the presence and location of included pests by thorough inspection, which includes visual inspection, monitoring of traps, reports from occupants and the Program Manager of pest sightings and other surveillance techniques.

No rodenticide baits or tracking powders shall be used in the interior of any Facility without the prior written approval of the Program Manager. Rodenticide baits, when used, shall be in anchored and locked tamper-proof containers and placed in areas not accessible to Town Staff or the public. Rodenticide powders, when used, shall be injected, using appropriate equipment, directly into rodent burrows and the burrows.

No aerosol or machine generated foggers, misters, or space sprays of any kind shall be used inside any Facilities without the prior written approval of the Program Manager.

The Contractor must employ a responsible method of pest control management with the least possible hazard to people, property and the environment and the most judicious use of pesticides.

The Contractor shall use an odorless chemical that will not be harmful to food when pesticide spraying/servicing near any food areas.

5.6 SCHEDULE

Facilities shall receive service calls on a monthly basis unless otherwise approved in writing by the Program Manager and a change order issued reflecting the reduction in frequency

and the corresponding reduction in cost. The specific date and time of servicing shall be mutually agreed upon between the Town and the Contractor. This schedule may change to meet the operational needs of the Town. All Facility perimeters shall be serviced quarterly to protect against pest intrusion. This quarterly service shall be included in the cost of Service.

The Contractor shall notify the Program Manager in the event of scheduling delays, changes, or comments/complaints received from personnel at the locations being serviced. The Contractor shall perform his services during the hours as designated at each site and in consultation with management of each location.

5.7 GUARANTEE

Treatment shall eliminate populations of rats, mice, ants, fire ants (within 50 feet of structure), cockroaches, fleas, silverfish, mites, ticks, lice, wasps, stored products pests and any other arthropod pest not specifically excluded from the contract and any other pests included under Article 5.2 or the Contract. Populations of these pests, which are located outside the Facilities, listed herein, but within the property boundaries of the facilities, are included. Should re-infestation or continued infestation occur, the Contractor shall provide Call Back Services defined as stated in Article 5.8 of the Contract, an unscheduled service provided under the Scope of Work of this Contract in response to a report of an unexpected and sudden appearance of an insect or rodent population.

5.8 CALL BACK SERVICE

Call back servicing is required with a maximum response time of eight (8) hours, when the Program Manager additional service is required prior to the established monthly or quarterly cycle of treatment. All call back services shall be performed at no additional cost to the Town.

The Town may determine that an emergency situation exists where the Program Manager determines that conditions affect the health, safety, or welfare of Town staff or the public. Emergency response time shall be in no more than four (4) hours and the Contractor shall be paid at the hourly rate established in the Contract.

5.9 USE AND APPLICATION REQUIREMENTS

The Contractor shall be responsible for complying with all requirements of allowable chemical contents and methods of application prescribed by the State of Florida and the Miami-Dade County Health Department. All Service and Service procedures shall only be those that are outlined by the EPA. This shall include, but not be limited to, methods of treatment and insecticides, rodenticides, dusts, baits, etc., that are used. Contractor shall ensure that all materials used for Services shall comply with the label directives on such material and posting notifications, etc. required by the manufacturers of the products.

The Contractor shall not apply a water based liquid pesticide directly on or into the electrical component of any equipment. Furthermore, the Contractor shall not apply any aerosols, mist, ULVs or other space sprays into areas containing open flames. The Contractor shall not apply any pesticides onto tabletops, food serving utensils or any other

surface which comes in contact with food. The Contractor shall not apply liquid or other pesticides, which can volatilize, onto any surface which generates heat.

No pesticides or any other pest control materials or devices shall be given by the Contractor or their representatives to Town personnel for any reason.

5.10 USE AND REPLACEMENT OF CHEMICALS

Pesticides used to exterminate insect must comply with the provisions of the Federal Insecticide, Fungicide, Rodenticide, and Pesticide Control Act of 1972, Public Law 92-516 (86 Stat. 973), as amended and the regulations issued thereunder, Florida Statutes, and any other federal, state, or local legislation in force at the time of application.

Application of pesticides shall be in accordance with Florida Statute 4822 and Chapter 5E-14, Entomology-Pest Control Regulations. Pesticides shall be applied only when necessary to destroy a specific target pest(s). Should there be any conflict between the Scope of Work and applicable laws, the more stringent requirements shall prevail.

If during the Contract term the Program Manager determines that the chemicals being used are ineffective, or perform unsatisfactorily for whatever reason, the Contractor must submit a new chemical or chemicals along with labels, EPA registration number and the MSDS to the Program Manager.

5.11 PESTICIDES AND CAPTURE DEVICES

Before any pesticides are applied under this Contract, the Contractor(s) shall submit a list of all proposed pest control chemicals, supplies and equipment designating the site(s) method(s) of application of their intended use, complete, current, legible pesticide "specimen" labels, E.P.A. Registration Numbers and Material Safety Data Sheets (MSDS). As per Chapter 442, Florida Statutes, the "Right to Know Law," MSDS are required for all items, materials and/or substances in this bid. All MSDS submitted must be either an original, as received from the manufacturer or supplier or a legible copy (facsimile copies or originals that have been highlighted, marked or altered before or after reproduction are not acceptable), must be either current version or updated within the last year and must include a clear delineation of chemical content(s) of the product. By executing the Contract, it certifies that these will be the only chemicals used, unless prior written approval is received from the Program Manager

For the purposes of this Contract, "current version" is defined as follows: the entire contents of the MSDS shall be reviewed and revised in compliance with Federal, State and Local Legislation (as it pertains to worker's "Right to Know" and/or Hazards Communication). Proof of said review/revision shall be noted on MSDS, and must be dated within the last calendar year. All information and reports that are required in this Contract shall be submitted on letter-size (8 ½ x 11") format for possible inclusion into 3-ring binders.

Pesticides used to exterminate insects must comply with the provisions of the Federal Insecticide Fungicide, Rodenticide, and Pesticide Control Act of 1972, Public Law 92-516 (86

Stat. 973), as amended and the regulations issued thereunder, Florida Statutes and any other federal, state, or local legislation in force at the time of application.

5.12 FACILITY REPAIRS AND IMPROVEMENTS

If the Contractor's technician observes rodent and other pest entry points or conditions which are conducive to pests or interfere with the application of pest control materials such as, but not limited to, unclean areas, broken or missing screens, spaces around exterior doors or windows, cracks or holes in wall, improper waste disposal, improper housekeeping and cluttered storage, the Contractor shall notify, **in writing**, the Program Manager, with forty-eight (48) hours of detection.

5.13 ADDITIONAL SERVICES

The Town may request the Contractor to remove pests or animals not covered under the Scope of Work, which the Contractor identified it is capable of removing when it submitted in its Bid Submittal. These may include but are not limited to birds, bats, snakes, raccoons, and bee/wasp nests. Such work shall be issued via a work order authorizing the Contractor to perform the work.

END OF SECTION

SECTION 6

BID FORM

Bid submittal of _____
(Name of Bidder)

(Address)

Submitted on: _____
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

PEST MANAGEMENT SERVICES FOR TOWN FACILITIES PARKS

Bid No: 2013-39

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Town Hall
15150 NW 79th Court
Miami Lakes, Florida 33016

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal(s) are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into or which the Work pertains; that this Bid is made without connection with any other person, company, firm, or parties making a Bid; and that the Bid is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the geographic location(s) of the Work, performed sufficient investigations, and informed itself fully of the suitability of the Work and all conditions pertaining to the place where the Work is to be done; that it has examined the ITB and all of the Contract Documents and all addenda thereto issued prior to Bid opening, as acknowledged in its Bid; and that it has satisfied itself about the Work to be performed; and that it has submitted the Bid Guaranty, if required; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder had determined based on its business and profession expertise that the Work can be performed and completed in accordance with the Contract Documents.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials,

BID FORM: (Page 2 of 3)

equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The Bidder also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security acceptable to the Town, if required by the Contract Documents, each for not less than the total Bid price plus alternates, if any, and to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Bid guaranty, if required, accompanying the Bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond, if required by the Contract Documents, or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price Bid in figures and the price Bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the extended value and the unit price shall prevail over the extended value.

<u>Item No.</u>	<u>Location</u>	<u>Annual Cost</u>
1	Government Center	
2	Clubhouse at Miami Lakes Optimist Park	
3	Royal Oaks Park Community Center	
4	Mary Collins Community Center at Picnic Park West	
5	Youth Center at Park East	

Optional Services

Bidders may include prices, unit of measure for their treatment or removal of pests not specifically included, as identified in Section 5 of the solicitation. Some known types of pests have been included, however additional space has been provided to add pests not specifically identified. These prices will not be included in determining the lowest responsive and responsible Bidder. Do not include any pest included in the Scope of Work as such inclusion will render the Bid Submittal nonresponsive.

<u>Type of Pest</u>	<u>Unit of Measure</u>	<u>Cost</u>
Bees, Wasp, Hornets Hives		\$
Snakes		\$
Birds		\$
Possum		\$
Bats		
Alligators		
		\$

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

City/State/Zip: _____

Telephone No.: _____

Facsimile No.: _____ E-Mail Address: _____

Social Security No. or Federal
I.D.No.: _____

Dun and
Bradstreet No.: _____
(if applicable)

END OF SECTION

ADDENDUM ACKNOWLEDGEMENT FORM

Part I: Listed below are the dates of issue for each Addendum received in connection with this Bid:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

_____ No Addendum issued for this ITB

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

NOTARIZATION

STATE OF _____)

_____) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

Section 7- Attachments

QUESTIONNAIRE

This Completed Form **Must** Be Submitted With The Bid, The Town May, At Its Sole Discretion, Require That The Bidder Submit **Additional** Information Not Included In The Submitted Form. Such Information Must Be Submitted Within Seven (7) Calendar Days of the Town's Request. Failure To Submit The Form Or Additional Information Upon Request By The Town Shall Result In The Rejection Of The Bid As Non-Responsive. Additional Pages May Be Used Following The Same Format And Numbering. Some Information May Not Be Applicable Apply. In Such Instances Insert "N/A".

By submitting its Bid the Bidder certifies the truth and accuracy of all information contained herein.

A. Business Information

1. How many years has your company been in business under its current name and ownership?

a. Professional Licenses/Certifications (include name and number)* Issuance Date

_____	_____
_____	_____
_____	_____

(*include active certifications of small or disadvantage business & name of certifying entity)

b. Date company licensed by the State of Florida or Miami-Dade County: _____

c. State and Date of Incorporation: _____

c. What is your primary business? _____
(This answer should be specific)

d. Name of Qualifier, license number, and relationship to company:

e. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company

2. Name and Licenses of any prior companies

Name of Company	License No.	Issuance Date
-----------------	-------------	---------------

_____	_____	_____
_____	_____	_____

3. Type of Company:

☐ Corporation ☐ "S" Corporation ☐ LLC ☐ Sole Proprietorship ☐ Other: _____

(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)

4. Company Ownership

a. identify all owners of the company

Name	Title	% of ownership
------	-------	----------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Is any owner identified above an owner in another company? ☐ Yes ☐ No
If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority
		All Cost No-Cost Other
_____	_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____	_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____	_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____	_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Explanation for Other: _____

5. Employee Information

Total No. of Employees: _____ Number of Managerial/Admin. Employees: _____

Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

-
-
6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:
-
7. Insurance & Bond Information
- a. Insurance Carrier name & address: _____
-
- b. Insurance Contact Name, telephone, & e-mail: _____
-
- c. Insurance Experience Modification Rating (EMR): _____
(if no EMR rating please explain why)
- d. Number of Insurance Claims paid out in last 5 years & value: _____
- e. Bond Carrier name & address: _____
-
- f. Bond Carrier Contact Name, telephone, & e-mail: _____
-
- g. Number of Bond Claims paid out in last 5 years & value: _____
8. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.
-
-
9. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:
-
-
10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☐ No (If yes, provide an attachment that provides an explanation of the project and an explanation.

11. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, ☐ Yes ☐ No
12. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.
13. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work

B. Project Management & Subcontract Details

1. Project Manager for this Project:

a. Name: _____

b. Years with Company: _____

c Licenses/Certifications: _____

d. Last 3 projects with the company including role, scope of work, & value of project:

2. Subcontractors:

Name	Trade/Work to be performed	% of Work	License No.
------	-------------------------------	-----------	-------------

3. Scope of actual Work to be performed by your company and the corresponding percentage of the work: (This does not include such items as insurance * bonds, dumpsters, trailers, and other similar non-construction work items)

C. Current and Prior Experience:

1. Current Experience including current under projects or contracts, recently awarded, or pending award (Provide an attachment to this questionnaire that lists all such contracts or projects, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.

2. Prior contracts or projects of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified by the bid solicitation. Information provided must include the owner's name , address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission.

D. Bidder's References

Bidders are to include a minimum of five (5) references from contracts or projects listed in C.2 above. The attached form is to be used and is to be included with the Bid submission. The Town, at its sole discretion may allow the Bidder to submit the references after the specified date for Bid submission.



Town of Miami Lakes

To Whom it May Concern

Subject: Reference Letter

Name of Bidder: _____

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project:

Scope of work: _____

Value of Contract \$ _____ Is contract active or expired? ☐ Active ☐ Expired

Was the work performed timely: ☐ Yes ☐ No

Was the work performed to acceptable quality standards? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☐ Yes ☐ No

If not to either of the above please provide details:

Comments:

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: _____ Date: _____

Signature: _____ Title: _____

Telephone: _____ E-mail: _____

Sincerely,

Gary Fabrikant
Procurement Manager

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

NON-COLLUSIVE AFFIDAVIT

State of _____ }
 _____ } SS:
 County of _____ }

_____ being first duly sworn, deposes and says that:

- a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of _____)
) SS:
 County of _____)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that ____executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, _____.

My Commission Expires:

Notary Public State of Florida at Large

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017,

**FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION
CONTAINED IN THIS FORM.**

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR produced identification _____ Notary Public – State of _____

(type of identification) My commission expires _____

(Printed, typed or stamped commissioned
name notary public)

END OF SECTION

SECTION 8
CONTRACT EXECUTION FORM

This Contract _____ (contract number) made this ____ day of _____ in the year ____ in the amount of \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and (name of Contractor)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Marjorie Tejeda, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

(Contractor's Name)

By: _____

By: _____

Name: _____

Title: _____

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CORPORATE RESOLUTION

WHEREAS, _____, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)